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September 20, 2016

Via ECF

The Honorable Raymond J. Dearie
United States District Court
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Rocha v. Certain Underwriters at Lloyd's, London; Axis Specialty Europe SE, No. 1:16-cv-02327 (E.D.N.Y.)

Dear Judge Dearie:

We represent Plaintiff Julio Rocha in the above-captioned insurance coverage action (the "Rocha Action"). As Your Honor is aware, on May 26, 2016, Mr. Rocha moved for a preliminary injunction ("Preliminary Injunction Motion") requiring Certain Underwriters at Lloyd's, London and Axis Specialty Europe SE (the "Defendants") to immediately pay his incurred costs and make contemporaneous payments under the insurance policy (the "Policy") at issue in connection with his defense of a criminal indictment and related proceedings.

We respectfully request that Mr. Rocha's Preliminary Injunction Motion be granted in light of the law on the substantive issues case confirmed by Your Honor's August 18, 2016 Order in the related case of Eduardo Li v. Certain Underwriters at Lloyd's, London, et al., Case No. 15-CV-06099 (RJD) (the "Li Litigation"), which denied the Defendants' motion for reconsideration of the Court's April 27, 2016 Order. Specifically, in the Li Litigation, Your Honor denied the Defendants' motion for reconsideration and reconfirmed the Court's exercise of ancillary jurisdiction, in part because "the dispute arises at a critical time for both the defendant and the Court in the midst of a complex, multi-defendant trial, and the significant factual overlap between the criminal and civil actions." August 18, 2016 Order, at p. 2. This same reasoning should also be applied in the Rocha Action.

Mr. Rocha faces mounting defense costs and, as set forth in his declaration submitted in support of the Preliminary Injunction Motion, neither Mr. Rocha nor his family have the financial means to fund the defense of a complex criminal action. Critically, we are informed and believe that the plaintiff in the Li Litigation, as well as other insureds, have been receiving payments under the Policy and thus the policy limits available to all insureds, including Mr. Rocha, are being eroded. In this regard, with the passage of time Mr. Rocha risks this Court finding him entitled to insurance coverage only to find out that the policy limits have been significantly eroded or

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exhausted. Accordingly, Mr. Rocha respectfully requests expedited relief in connection with his Preliminary Injunction Motion.

Respectfully Submitted,

/s/ Alexander D. Hardiman

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Partner